

**Award No. 4207**

**Docket No. 4065**

**2-CRR-EW-'63**

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**SECOND DIVISION**

The Second Division consisted of the regular members and in addition Referee Ben Harwood when the award was rendered.

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**PARTIES TO DISPUTE:**

**SYSTEM FEDERATION NO. 44, RAILWAY EMPLOYES'  
DEPARTMENT, A. F. of L. — C. I. O. (Electrical Workers)**

**CLINCHFIELD RAILROAD COMPANY**

**DISPUTE: CLAIM OF EMPLOYES:**

1. That the Clinchfield Railroad Company violated the current agreement by assigning Signalmen to perform Electrical Workers' work at Spartanburg, S. C., during the months of June and July, 1960, consisting of:

Removing of wiring in the shop area.  
Running of service lines for power and lights.  
Wiring of electric heat pump.  
Wiring of receptacles and lights.  
Wiring of flood lights.  
Wiring of electric grinder.  
Wiring of electric heater and air conditioner.

2. That accordingly the Clinchfield Railroad Company be ordered to compensate the following electricians sixteen (16) hours each at the applicable rate of pay:

E. H. Fulenwider	H. Phillips	M. L. Phillips
M. J. Rasnick	G. E. Bowman	O. V. Nelson
K. L. Kerns	A. K. Condon	R. C. Gilbert

**EMPLOYEES' STATEMENT OF FACTS:** That Electricians E. H. Fulenwider, M. J. Rasnick, K. L. Kerns, H. Phillips, G. E. Bowman, A. K. Condon, M. L. Phillips, O. V. Nelson and R. C. Gilbert hereinafter referred to as the claimants, are employed by the Clinchfield Railroad Company, hereinafter referred to as the carrier.

The carrier during the months of June and July 1960, assigned other than employees covered by System Federation No. 44's agreement to perform the following work in the Maintenance of Equipment Department, at Spartanburg, S. C.:

'The work was performed in connection with new facilities for shop craft employes regularly assigned at the point: namely, carmen.'

The building was not in the possession of the Maintenance of Equipment Department at the time the work was performed. The work involved was line of road construction of a new building.

There was no violation of the current agreement, and the claim must be denied.

#### AWARD

Claim denied."

As in that case, the buildings wherein the work complained of in this dispute was performed were not a part of or in possession of the Maintenance of Equipment Department at that time. The work was not performed in the Maintenance of Equipment Department and, therefore, was work properly assigned as line-of-road work in the Maintenance of Way Department.

**CONCLUSION:** Carrier respectfully submits that there has been no violation of the agreement and that the claim is wholly without merit.

Furthermore, that this issue has already been settled by the Second Division in Docket 3745, Award 3750, involving the same type of work, the same organizations, and the same rules.

It, therefore, follows that this claim should in all respects be denied, and we respectfully request the Board to so find.

**FINDINGS:** The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employe within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute were given due notice of hearing thereon.

With reference to the facts involved in the claim now before us, the record quotes a letter of November 8, 1960 from Claimants' organization, the International Brotherhood of Electrical Workers, to Mr. P. O. Likens, Superintendent of Machinery, Clinchfield Railroad, which states that the instant case "is an exact duplicate of the Bostic Yard case — docket No. 3745 now pending." A detailed study of the statements of facts submitted herein by each of the parties substantially confirms that observation.

Since the above letter was written, a decision in the Bostic Yard case, Docket 3745, has been adopted by this Board as Award 3750. There, as here, the work was performed in connection with a new building being erected by the Bridge and Building subdepartment employes of the Maintenance of Way Department. Although we do not find here, as in the Bostic Yard case,

the averment by the employes that the "work was performed in connection with new facilities," the carrier does so allege; also that the new building was not in the possession of the Maintenance of Equipment Department when the work in question was done and likewise as to the old building which had been abandoned by the Maintenance of Equipment Department before the work of its destruction was commenced by the Maintenance of Way Department employes.

Here, as in Award 3750, it is our opinion that there was no violation of the current agreement and that the claim must be denied.

#### AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman  
Executive Secretary

Dated at Chicago, Illinois, this 7th day of June 1963.

#### DISSENT OF LABOR MEMBERS TO AWARD 4207

The Preamble and Rules 18, 54 and 55 of the current Agreement read in part as follows:

##### "Preamble

It is understood that this agreement shall apply to those who perform the work specified in this agreement in the Maintenance of Equipment Department of this Railroad wherein work covered by this agreement is performed.

##### Rule 18

None but mechanics, leading men, and apprentices shall do mechanics' work as per special rules of each craft, \* \* \*

##### Rule 54

Electricians' work shall consist of repairing, rebuilding, installing, inspecting, and maintaining the electric wiring of generators, switchboards, motors and control rheostats and control, static and rotary transformers, motor generators \* \* \*

Inside wiring in shops \* \* \* and all other work properly recognized as electricians' work.

##### Rule 55

Linemen's work shall consist of the building, repairing and maintaining of pole lines and supports for service wires and cables;

trolley and feed wires, overhead and underground, together with their supports, \* \* \* all outside wiring in shop yards and other work properly recognized as lineman's work not provided for in Rule 54 \* \* \*

These rules without a doubt cover the work involved in this dispute and that is the removing and installing electric service wires and cables for lights, heat pumps, receptacles, grinders, heaters and air conditioners in and around the Maintenance of Equipment Department Shop at Spartanburg, South Carolina.

Therefore the majority erred and we dissent.

**E. J. McDermott**

**C. E. Bagwell**

**T. E. Losey**

**R. E. Stenzinger**

**James B. Zink**